CONTRACT

State of Vermont

Dept of Buildings & General Svcs Office of Purchasing & Contracting 1078 US Rte 2 - Middlesex Montpelier VT 05633-7501 USA



Vendor ID 0000011781 Federal Express 6625 Lenox Park Dr 3rd Flr Memphis TN 38115 USA

Contract ID			Page
000000000000000000000000000000000000000	0000013594		1 of 3
Contract Dates		Origin	
08/01/2008 to 07	/31/2010	CPŠ	
Description:		Contrac	ct Maximum
SMALL PACKAGE	DELIVERY SERV	ICE \$9	,999,999.00
Buyer Name	Buyer Phone	Contrac	ct Status
Sellears,Stuart	828-2217	Approve	ed

Phone #:

Line # Item ID	Item Desc	UOM	Unit Price	Max Qty	Max Amt
1	SMALL PACKAGE DELIVERY SERVICE	EA	0.01000	0.00	0.00

A FEDEX CUSTOMER INTEGRATION CONSULTANT (CIC) IS ALIGNED TO EACH LOCATION USING FEDEX SHIP MANAGER HARDWARE. THE CIC WILL INSTALL ANY NECESSARY SOFTWARE AND ASSIST IN TRAINING. THE CIC WILL BE THE PRIMARY POINT OF CONTACT FOR ANY HARDWARE ISSUES. TYPICAL RESPONSE TIME IS WITHIN FOUR HOURS. CALL 877-339-2774 FOR QUESTION CONCERNING FEDEX AUTOMATION DEVICES.

USE FEDEX SHIP MANAGER AT FEDEX.COM TO PREPARE SHIPPING LABELS AND DOCUMENTS REQUEST PICKUP, TRACK SHIPMENT AND GERATE QUOTES.

NEW ACCOUNTS CAN BE SETUP THROUGH FEDEX SALES WITHIN 72 HOURS. CALL 1-800-645-9424 HOURS OF OPERATION ARE 8 AM TO 7 PM EST MONDAY THROUGH FRIDAY.

CUSTOMER AUTOMATION SUPPORT IS ALSO AVAILABLE 24/7 1-877-339-2774.

FEDEX CUSTOMER SERVICE DEPARTMENT CAN BE REACHED AT 1-800-GOFEDEX.

THE STATE OF VERMONT'S ACCOUNT MANAGER IS LINDA FALCH AND CAN BE REACH AT 720-482-0405 OR LINDA.FALCH@FEDEX.COM.

FEDEX SERVICE GUIDE IS AVAILABLE ONLINE AT FEDEX.COM/US/SERVICE/PDF/.

NEW DROP BOXES CAN BE REQUESTED THROUGH OUR ACCOUNT MANAGER. A MINIMUM OF FIVE PACKAGES PER DAY IS REQUIRED.

PRICING INFORMATION:

THERE WILL BE A \$4.00 PER PACKAGE FEE FOR US EXPRESS PACKAGE SERVICE FOR SITES THAT ARE NOT A REGULAR STOP AND \$4.00 PER SHIPMENT FOR INTERNATIONAL EXPRESS.

THERE WILL BE A PICK UP FEE FOR GROUND PACKAGES OF \$8.00 PER WEEK (INVOICED WEEKLY SHIPPING CHARGES OF \$60.00 OR MORE), \$12.00 PER WEEK (INVOICED WEEKLY SHIPPING CHARGES OF LESS THAN \$60.00)

FEDEX DOMESTIC GROUND COMMERCIAL SERVICE 17% OFF STANDARD PUBLISHED PRICE ALL ZONES. MINIMUM OF 1LB AND MAXIMUM OF 150LBS. FEE FOR DAILY PICK-UP \$8.00 PER WEEK.

FEDEX NEXT DAY AIR LETTER STANDARD DELIVERY 47% OFF STANDARD PUBLISHED PRICE. DELIVERY TIME NO LATER THAN 3:00 PM

FEDEX NEXT DAY AIR PACKAGE STANDARD DELIVERY 36% OFF STANDARD PUBLISHED PRICE. DELIVERY TIME NO LATER THAN 3:00 PM

FEDEX NEXT DAY AIR LETTER SAVER 42% OFF STANDARD PUBLISHED PRICE. DELIVERY TIME NO LATER THAN 10:30 AM.

FEDEX NEXT DAY AIR SAVER PACHAGE SERVICE 45% OFF STANDARD PUBLISHED PRICE.

FEDEX SECOND DAY AIR PACKAGE SERVICE 47% OFF STARDARD PUBLISHED PRICE.

FEDEX PRIORITY OVERNIGHT: ENVELOPE 42% OFF ZONES 2-16 PAK 1-2LBS 45% OFF ZONES 2-16 1+LB 45% OFF ZONES 2-16

FEDEX STANDARD OVERNIGHT: ENVELOPE 47 % OFF ZONES 2-16 PAK 1-2LBS 36% OFF ZONES 2-16 1+ LB. 36 % OFF ZONES 2-16

FEDEX 2DAY:

1+ LB 47% OFF ZONES 2-16

FEDEX EXPRESS SAVER:

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Contract ID

Vendor ID 0000011781 **Federal Express** 6625 Lenox Park Dr 3rd Flr Memphis TN 38115 USA

000000000000000000000000000000000000000	000013594	2 of	3
Contract Dates		Origin	
08/01/2008 to 07/3	31/2010	CPS	
Description:		Contract Maximur	n
SMALL PACKAGE	DELIVERY SERVIC	E \$9,999,999.0	0
Buyer Name	Buyer Phone	Contract Status	
Sellears,Stuart	828-2217	Approved	

Page

Phone #:

			Unit	Max	Max
Line # Item ID	Item Desc	UOM	Price	Qty	Amt
1+LB 17% OFF	F ZONES 2-8			-	

FEDEX INTERNATIONAL: 40% OFF ZONES A-P. THERE IS A MINIMUM CHARGE FOR INTERNATIONAL PRIORITY ENVELOPE, PAK AND PRIORITY.

PLEASE SUBMIT PAYMENT TO:

(BY FEDEX ENVELOPE) FEDEX LOCK BOX 360353 ROOM 154-0455 **500 ROSS STREET** PITTSBURGH PA 15262

(BY US POSTAL SERVICE) **FEDEX** PO BOX 371461 **PITTSBURGH PA 15250-7461**

CONTRACT TERMS AND ADDITIONAL INFORMATION

THIS CONTRACT IS ISSUED IN ACCORDANCE WITH THE STATE OF VERMONT RFP FOR SMALL PACKAGE DELIVERY SERVICE ISSUED APRIL 1, 2008 AND VENDOR'S RESPONSE DATED APRIL 28, 2008.

STATE OF VERMONT STANDARD STATE CONTRACT PROVISIONS: COMMODITY PURCHASES DATED JUNE 1, 2008 ARE AMENDED, ATTACHED AND INCORPORATED AS PART OF THIS CONTRACT. THE FEDEX SERVICE GUIDE IS INCOPORATED AS PART OF THIS CONTRACT EXCEPT TO THE EXTENT THAT IT IS INCONSISTENT WITH THE CONTRACT ITSELF AND ANY ATTAHCMENTS TO THE CONTRACT.

SCOPE OF CONTRACT: SMALL PACKAGE DELIVERY SERVICE CONTRACT PERIOD: THIS CONTRACT IS WRITTEN FOR AN INITIAL TWO-YEAR TERM ENDING JULY 31, 2010 WITH OPTIONS TO EXTEND FOR TWO ADDITIONAL ONE-YEAR TERMS. PRICES SHALL REMAIN FIRM THROUGH JULY 31, 2010.

QUANTITY: THE ANNUAL VALUE AND QUANTITIES ARE ESTIMATED ONLY BASED ON PRIOR USAGE; ACTUAL PURCHASES MAY BE HIGHER OR LOWER DEPENDING ON THE STATE'S NEEDS.

DELIVERY: LIABILITY FOR PRODUCT DELIVERY REMAINS WITH THE CONTRACTOR UNTIL THE PRODUCT IS PROPERLY DELIVEREDAND SIGNED FOR IN ACCORDANCE WITH THE OFFICE OF PURCHASING & CONTRACTING TERMS AND CONDITIONS. SHIPMENTS SHALL BE SECURELY AND PROPERLY PACKED, ACCORDING TO ACCEPTED COMMERCIAL PRACTICES, WITHOUT EXTRA CHARGE FOR PACKING CASES OR OTHER CONTAINERS. SUCH CONTAINERS WILL REMAIN THE PROPERTY OF THE STATE UNLESS. OTHERWISE STATED. DELIVERED GOODS THAT DO NOT CONFORM TO THE SPECIFICATIONS OR ARE NOT IN GOOD CONDITION UPON RECEIPT SHALL BE REPLACED PROMPTLY BY THE CONTRACTOR.

PRICING: ALL EQUIPMENT PRICING IS TO INCLUDE F.O.B. DELIVERY TO THE ORDERING FACILITY. NO REQUEST FOR EXTRA DELIVERY COST WILL BE HONORED. ALL EQUIPMENT SHALL BE DELIVERED ASSEMBLED, SERVICED, OILED, AND READY FORIMMEDIATE USE, UNLESS OTHERWISE REQUESTED BY THE PURCHASING AGENCY.

QUALITY: ALL PRODUCTS PROVIDED UNDER THESE AGREEMENTS WILL BE NEW AND UNUSED, UNLESS OTHERWISE STATED. FACTORY SECONDS OR REMANUFACTURED PRODUCTS WILL NOT BE ACCEPTED UNLESS SPECIFICALLY REQUESTED BY THE PURCHASINGAGENCY. ALL PRODUCTS PROVIDED BY THE CONTRACTOR MUST MEET ALL FEDERAL, STATE, AND LOCAL STANDARDS FORQUALITY AND SAFETY REQUIREMENTS. PRODUCTS NOT MEETING THESE STANDARDS WILL BE DEEMED UNACCEPTABLE ANDRETURNED TO THE CONTRACTOR FOR CREDIT AT NO CHARGE TO THE STATE.

METHOD OF ORDERING: PURCHASE ORDERS MUST BE USED TO ORDER ITEMS AVAILABLE UNDER THIS CONTRACT. IF VERBAL ORDERS ARE GIVEN A CONFIRMING PURCHASE ORDER MUST BE ISSUED.

INVOICING: ALL INVOICES ARE TO BE RENDERED BY THE CONTRACTOR ON THE VENDOR'S STANDARD BILLHEAD AND FORWARDEDDIRECTLY TO THE INSTITUTION OR AGENCY ORDERING MATERIALS OR SERVICES AND SHALL SPECIFY THE ADDRESS TO WHICH PAYMENTS WILL BE SENT.

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Contract Dates		Orig	in		
08/01/2008 to 07	7/31/2010	CPS			
Description:		Cont	ract Maxim	num	
SMALL PACKAGI	E DELIVERY SERV	ICE	\$9,999,999	9.00	
Buyer Name	Buyer Phone	Cont	ract Status	3	
Sellears.Stuart	828-2217	Appr	oved		

		1011C π.						
						Unit	Max	Max
Line #	Item ID	Item Desc			UOM	Price	Qty	Amt
CANCE	LLATION:	THE STATE SPECIFICA	LLY RESERVES THE	E RIGHT TO CANCE	EL THE CONTRACT	T, OR ANY PORTI	ON THEREOF, II	F,
IN THE	OPINION	OF ITS COMMISSIONER	OF BUILDINGS AND	GENERAL SERVI	CES, THE SERVICE	S OR MATERIAL	S SUPPLIED BY	
THE CO	NTRACTO	OR ARE NOT SATISFAC	TORY OR ARE NOT	CONSISTENT WITH	H THE TERMS OF T	HE CONTRACT.	CANCELLATION	CLAUSE
IS AME	NDFD TO	READ: FITHER PARTY I	MAY CALL WITH NIN	FTY (90) DAYS WR	ITTEN NOTICE			

DEFAULT: IN CASE OF DEFAULT OF THE CONTRACTOR, THE STATE MAY PROCURE THE MATERIALS OR SUPPLIES FROM OTHER SOURCES AND HOLD THE CONTRACTOR RESPONSIBLE FOR ANY EXCESS COST OCCASIONED THEREBY, PROVIDED, THAT IF PUBLIC NECESSITY REQUIRES THE USE OF MATERIALS OR SUPPLIES NOT CONFORMING TO THE SPECIFICATIONS THEY MAY BE ACCEPTED AND PAYMENT THEREFORE SHALL BE MADE AT A PROPER REDUCTION IN PRICE.

REPORTING REQUIREMENTS: CONTRACTORS WILL BE REQUIRED TO SUBMIT QUARTERLY PRODUCT SALES REPORT TO THEPURCHASING AGENT PURSUANT TO THE SCHEDULE IN PARAGRAPH 3.13. EACH REPORT MUST CONTAIN THE FOLLOWING INFORMATION: CONTRACT NUMBER; USING DEPARTMENT'S ADDRESS, CONTACT NAME, AND TELEPHONE NUMBER; PRODUCT ORDERED; QUANTITY ORDERED; AND PRICE CHARGED, WITH TOTALS FOR EACH PRODUCT FOR EACH REPORTING PERIOD. WE RESERVE THE RIGHT TO REQUEST ADDITIONAL INFORMATION OR TO MODIFY THE REPORTING PERIODS.

REPORTING PERIODS: QUARTERLY REPORTS MUST BE SUBMITTED IN ACCORDANCE WITH THE FOLLOWING SCHEDULE: REPORTING PERIOD REPORT DUE JANUARY 1 - MARCH 31 APRIL 30 APRIL 1 - JUNE 30 JULY 31 JULY 1 - SEPTEMBER 30 OCTOBER 31 OCTOBER 1 - DECEMBER 31 JANUARY 31

AGENCIES & DEPARTMENTS ARE REQUESTED TO ADVISE THE PURCHASING AGENT AT ONCE OF THE FAILURE ON THE PART OF THE CONTRACTOR TO FULFILL ANY OF THE TERMS OR CONDITIONS OF THIS CONTRACT. PLEASE REFER TO THE ASSIGNED CONTRACT NUMBER/PURCHASE ORDER # ON ALL CORRESPONDENCE, DELIVERY DOCUMENTS AND INVOICES.

CUSTOMER SATISFACTION SURVEY: TO HELP US UNDERSTAND HOW WE CAN BETTER SERVE YOU, WE ARE INTERESTED INRECEIVING YOUR COMMENTS REGARDING THE QUALITY OF SERVICE YOU RECEIVED IN YOUR MOST RECENT INTERACTION WITH THEDEPARTMENT OF BUILDINGS & GENERAL SERVICES (BGS). PLEASE COMPLETE THE ON-LINE CUSTOMER COMMENT FORM AT: http://www.bgs.state.vt.us/forms/bgs_surveys/index.php?type=customer&action=customer

IF YOU HAVE ANY QUESTIONS REGARDING THIS DOCUMENT PLEASE CONTACT: STUART SELLEARS, SENIOR PURCHASING AGENT 802-828-2217; FAX 802-828-2222 stuart.sellears@state.vt.us

WE THE UNDERSIGNED PARTIES AGREE TO BE BOUND BY THIS CONTRACT

By the STATE of VERMONT	By the CONTRACTOR
Date:	Date:
Signature:	Signature:
Name:	Name:
Title:	Title:
Email:	Email: